

Kula Innovate – Terms and Conditions

200 Million Artisans (“200M”), a subsidiary of C-Shift LLP, as a precursor to Kula Conclave (“Event”), is conducting an activity titled “Kula Innovate,” launching a dedicated pathway to support R&D solutions (“Innovations”) in the craft-sector. Kula Innovate is a first-of-its-kind, annual Open Innovation Challenge / Pathway that is customised to the needs and realities of the Creative Manufacturing and Handmade (CMH) ecosystem. Kula Innovate aims to:

- Foreground and support ground-breaking ideas across the craft-based value chain.
- Bridge the ‘MASSIVE’ funding gap for R&D faced by craft-led brands and social businesses.
- Enable promising ideas to transform into impactful and sustainable business opportunities.

Kula Innovate will be governed by these standard terms and conditions (“Terms”). Each participant agrees that he/she/they has read and understood these Terms and by their participation in Kula Innovate, each participant agrees to be bound by these Terms. Mere participation should not be perceived as any commitment on the part of 200M to select a participant as the winner. Nothing herein amounts to a commitment by 200M to conduct further, similar or other events in future.

1. **ELIGIBILITY:** Only a legal entity, including a start-up, brand, social business, not-for-profit organisation, incorporated under the laws of India, or incorporated outside India but directly benefiting communities in India, may enrol as a participant under the Kula Innovate (each a “Participant”). Each participant must select one representative to serve as the primary point of Contact (“Representative”)
2. **ENTRY PERIOD:** 200M intends to launch the Kula Innovate Open Innovation Challenge to the public on 7th August, 2024. The Participants are requested to periodically visit the Website for any updates on Kula Innovate. Each Participant is expected to fill in and submit the Enrolment Form (complete in all material aspects) latest by September 10th, 2024 (“Enrolment Closing Date”).
3. **AGREEMENT TO OFFICIAL RULES:** By participating in this Contest, Participant fully and unconditionally agrees to and accepts these Terms and the decisions of 200M, which are



final and binding in all matters related to the Kula Innovate. 200M reserves the right to modify these Terms at any point in time. The Participant is expected to review the official rules periodically.

4. HOW TO ENTER:

4.1 Participants are expected to fill in an application form available at a third-party website (“[Website](#)”) (hereinafter “Enrolment Form”), to enrol themselves for the Kula Innovate. The Enrolment Form shall be made available only on the Website from August 7th 2024 to September 10th 2024 unless extended otherwise by 200M, in its sole discretion. Only an online application made submitted by the Website after fulfilment of all the mandatory fields in the Enrolment Form will be accepted as a valid application. Any application sent by post or otherwise to the office address of 200M or via email as an attachment or body copy would not be considered as a valid application.

200M retains the right to cancel any Enrolment Form at any time. However, the Enrolment Form can also be provided via email, in the sole discretion of 200M, if there are any technical issues with the Website. An application, once submitted, shall be considered as the final submission of the application (“Submission”). Any additional amendments, comments or modifications post Submission shall not be considered. The Enrolment Form may be disabled at the sole discretion of 200M, if the expected number of entries is received, and the Enrolment shall remain on first come basis.

4.2 The Participant should note that no enrolment fee is charged by 200M for participation in the Kula Innovate and 200M has not appointed any agencies to solicit participants for the Kula Innovate. The Kula Innovate will be promoted only by 200M or its authorised partners and not via any other intermediary agency.

5. TERMS OF ENTRY:

5.1 Each Participant is expected to provide a brief of their Innovation along with the strategy, invention, tools or products in the Enrolment Form. The brief should be concise and should clearly state out the manner of use and the ability of the Innovation. Any unfilled or partly filled applications may be rejected by 200M. Innovation can be the work of an individual, a group of individuals or even a department.



5.2 Each Form will provide an option to the Participant to categorise their business under certain predefined categories in the Enrolment Form. The Participants are expected to judiciously understand the requirement of each category, before listing their Innovation under a particular category. In case 200M believes that the categorization chosen by the Participant is incorrect, 200M may change it in its sole discretion.

5.3 200M also retains a right to request more information on the Participant's Innovation or business, in order to evaluate the Innovation and this information may be shared with the third parties including but not limited to Knowledge Partners for the Kula Innovate, the Jury or any other external expert that 200M feels would be necessary in evaluating the participant.

5.4 Each Participant while submitting the Enrolment Form represents and warrants to the 200M and its partners, that:

5.4.1 all the information provided under the Enrolment Form is true, accurate and complete and in no manner is false or contains false contact details or information, impersonating a third party.

5.4.2 the Innovation has been created by the Participant or his/her firm/company/organisation, and the Participant has the necessary consents, approvals and authorizations to present the Innovation in the Kula Innovate;

5.4.3 the Innovation does not and shall not breach the intellectual property rights, or any other legal or moral rights of any third party;

5.4.4 the Innovation does not invade privacy or other rights of any person, firm or entity, and does not defame, disparage or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights

5.4.5 the Participant has not been involved or convicted under any criminal offence, breach of intellectual property or corruption charges;

5.4.6 It has the necessary authorizations and licences to run the business that the Participant is involved in.

5.4.7 the Innovation has been legally created and does not violate the laws, regulations or public policy of any state



5.4.8 The Innovation is not obscene or indecent and does not include nudity or pornography. It does not contain defamatory statements (including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group). Also, it does not include threats to any person, place, business, group or world peace; and does not depict any drugs or unlawful, immoral or dangerous acts, or suggest that any individual should undertake any such act.

5.5 Incomplete information provided or failure to provide true and accurate information as stated in the Enrolment Form may automatically disqualify the participant. 200M shall have the absolute and sole discretion to determine whether any participant should be disqualified by reason of failure to abide by these Terms, bad faith, fraud or any other legitimate reason.

5.6 Each Participant agrees and acknowledges that 200M or any member of the Jury does not require the confidential information or trade secrets of a third party. Each Participant shall ensure that while demonstrating its Innovation, it shall not present the information or intellectual property rights, including the trade secrets of a third party.

5.7 A meeting and presentation session for the Selected Innovations with the Jury and/or audience shall be conducted virtually or in person between 2nd December 2024 - 4th December 2024 at Kula Conclave 2024 in Panjim, Goa. ["Venue"] (tentatively). Only Participants of Selected and / or Shortlisted Innovations shall be called to the Venue. The Participants are requested to keep themselves updated with the Website in order to receive the exact details of the Venue.

5.8 The selected Participants should ensure the Representative from their team should attend the Kula Conclave and be present at the Venue. The Participants' travel and stay will not be borne by 200M. Lunch / Tea / Snacks may be served at the Venue. The Participants whose Innovations have not been selected or shortlisted shall not be allowed to attend Kula Conclave. No late entrants shall be allowed at the Venue.

5.9 Participants are expected to conduct themselves in a professional manner and shall at all times follow the rules and policies of the Venue and the Kula Innovate. Any misbehaviour or deviation from the Terms shall not be entertained and 200M may, if deemed necessary take corrective measures to ensure decorum. 200M retains the right to dismiss any Participant.

6. **CRITERIA:** Applications of only those Participants whose Innovation fulfils the below-mentioned criteria shall be scrutinised for eligibility for the Kula Innovate:



6.1 Each Participant shall only submit one entry under each category which should address current pressing needs and should create a positive impact from an environmental/economic/social lens.

6.2 The Innovation should reflect the work of a registered enterprise that has been legally operating for at least 2 years.

6.3 The Innovation should be already operating as a registered enterprise OR be part of a registered enterprise..

6.4 Innovations will be evaluated on the basis of a range of criteria including but not limited to the following:

- Problem Understanding: Offers a holistic understanding of the problem with new insights
- Sustainability: Addresses environmental concerns directly or indirectly by bettering the value chain and enhancing the lives of artisans + informal creative producers.
- A Systems Approach: Factors in diverse perspectives, stakeholders as well as implications.
- Impact: Builds the foundation for transformative impact for users and beneficiaries
- Scalability: Can grow effectively and steadily across communities and/or geographies.

6.5 The Innovation must be owned and under the control of the Participant and should not have any pending claims or alleged claims of breach of intellectual property rights of any third party.

6.6 Participants should not share any confidential information such as trade-secrets, structural data, source code etcetera relating to their Innovation.

8. GRANTS OF RIGHTS TO 200M:

All intellectual property rights vested in the Innovation submitted belong to the Participant. 200M along with its Knowledge Partners and the Jury will be judging Kula Innovate purely based on the Innovation being presented by the Participant. 200M will not attempt to verify the rightful owner of any of the intellectual property rights vested in the Innovation at any point in time either during or post completion of the event. 200M will assume that the Participant is either the rightful owner of the entry or has procured the necessary permissions. In case of any infringement claim against an entry, 200M will not bear any responsibility and the Participant would be bound to resolve the infringement claim.

9. GENERAL TERMS & CONDITIONS:

9.1 The Participant agrees and acknowledges that 200M retains a right to receive any grants, sponsorship or other donations from various corporations or other entities. The names and



details of such entities may be used in any and all media coverage and communications in relation to the Kula Innovate.

9.2 200M reserves the right to change any Process Partner, Knowledge Partner, Jury member etc, at its discretion and without any prior notice or providing any reason for the same.

9.3 200M reserves the right to disqualify any Participant without assigning any reason to the Participant if the Participant in the reasonable belief of 200M is not fit for the Kula Innovate, or is found involved in acts which are in violation of the rules or principles of the Kula Innovate or if 200M have already received desired number of applications, or if the Participant appears to be legally or otherwise problematic e.g. the Innovation is expected to be infringing the copyright or other intellectual property or privacy rights of others, or the Participants are using defamatory language or depictions etc. The rejection may also happen at any time during the process or even post Kula Innovate. 200M retains a right to make any media publications during or post the Kula Innovate citing any Participants and their business. The Participant expressly waives their right to make any claims or any nature against such publications.

9.4 Before or following the participation and/ or selection in the Kula Innovate, the Participants shall not in any manner publicise or make any reference to the Participants enrolment, selections or benefits (if any) received under the Kula Innovate or use the name of 200M or the Kula Innovate for publicity of the Participant or his/her organisation. If the Participant intends to make any publication or statements, such publication shall be made only after review and the receipt of a written consent from 200M. 200M retains a right to deny or review any statement or publications.

9.5 The Participant understands, agrees and consents to 200M that 200M

- a. May delay, reschedule or cancel Kula Innovate;
- b. May disqualify at any time during or post Kula Innovate, any participant for any reason whatsoever
- c. May store and use any the personally identifiable information and the data provided by the Participant under the form; and use the same for communicating or sending periodic updates to the Participants of various Kula Innovate or initiatives of 200M;
- d. May create a video, take photo or audio, or in any manner do the media coverage of the event and use the same coverage in perpetuity in any manner whatsoever and at any forum, including TV, radio, micro- blogging (you tube, twitter, facebook etc)



e. Retains the copyright of any and all other intellectual property rights in the media coverage of Kula Innovate and all content created under the Kula Innovate; and post Kula Innovate citing any Innovators and their business. The Innovator expressly assigns all intellectual properties in that content to 200M.

f. May use, transfer, or assign any images, videos or audios, or other media coverages created for the purpose of marketing or advertising in relation to 200M or its affiliates of Kula Innovate, (examples, include use in articles in newspapers /magazines / websites / social media posts / blogs / the showcase section of our website; printed materials at Kula Innovate and affiliated events; ceremonies; prints at exhibitions; projected and on-screen visuals at our ceremonies; videos and photos displaying winners; case studies, books and presentations and like).

9.6 200M shall in no event shall be responsible or liable for:

- a. any damage, loss, injury or disappointment suffered by the Participant
- b. any indirect damages, loss or opportunity, loss of profit or any loss or damage that is not reasonably foreseeable or occurs under Kula Innovate;
- c. any injury or damage to a Participant's or any other person's computer systems relating to their participation in Kula Innovate; or
- d. receipt or application of any advice/suggestion/amendment to Innovation received under Kula Innovate.

9.7 The Participant hereby agrees to indemnify, defend and hold harmless, 200M, the Jury and each of the Partners, Investors, Funders, Sponsors, Employees, Agents or Other Representatives of 200M against any loss, claim, demands, costs, damages, judgments, expenses or liability arising out of or in connection with any or all claims whether or not groundless, that maybe brought against the 200M, the Jury or the partners and all persons mentioned above by any third party in connection with the Kula Innovate. The Participants agrees to defend at its own cost or up-front pay 200M the cost of such defence, on request of 200M.

9.8 200M's total liability under Kula Innovate arising or attributable to the Participant or any third party claims, including indemnity obligations shall not be more than five thousand Indian rupees.

9.9 The benefits provided under Kula Innovate are personal to the Participants and should not be assigned to any third party.



9.10 The Participants acknowledge that as a part of Kula Innovate, the Participant may receive certain proprietary or confidential information of 200M, the Jury, the Knowledge Partners or other Participant. The Participant agrees to keep such information confidential during Kula Innovate Challenge / Event cycle and thereafter and not to use such Information for any commercial benefit or in a manner detrimental to other participants, 200M, the Jury, the knowledge partners or 200M.

9.11 Any terms or conditions mentioned herein, including but not restricted to the timelines, may be cancelled, modified, extended or withdrawn by 200M in its sole and absolute discretion and without assigning any reason.

9.12 Nothing herein shall be construed as an investment or a promise for investment, consultancy or other benefits or creating any relation between the Participants and 200M or the Jury, and/or Sponsors and Partners of 200M.

9.13 **GOVERNING LAW:** Participant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with Kula Innovate shall be subject to the exclusive jurisdiction of the courts of Mumbai, India. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of the Participant and Sponsor in connection with any Contest, shall be governed by, and construed in accordance with, the laws of India, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the laws of India.

9.14 Nothing herein shall be construed as a waiver by 200M or any of its rights available under the applicable law, contract or equity.

10. The Participant acknowledges and agrees that he/she/they has received independent legal advice and has read through and understands each of the above mentioned terms and conditions. By signing or agreeing below, the Participant provides its irrevocable consent and agreement to be legally bound by these terms and conditions and all rules, regulations and principles of Kula Innovate.

11. The signature below, an acceptance given on an email or website shall also be considered as consent of the Participant to be part of Kula Innovate and be legally bound by these terms.

